

**AGREEMENT
BY AND BETWEEN
KING COUNTY AND THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 17 - PROFESSIONAL & TECHNICAL (Interest Arbitration)**

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ARTICLE 1: PURPOSE

The purpose of this Agreement is to promote the continued improvement of the relationship between King County (hereinafter called the “County”) and the employees represented by International Federation of Professional and Technical Engineers, Local 17 (hereinafter called the “Union”). The articles of this Agreement set forth the wages, hours and other working conditions of the bargaining unit employees.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes the Union as the exclusive representative of full-time
3 regular, and part-time regular, employees listed in attached Addendum A and made part hereof
4 by this reference.

5 **Section 2.** It shall be a condition of employment that all employees covered by this
6 Agreement who are members of the Union in good standing on the effective date of this
7 Agreement shall remain members in good standing and those who are not members on the
8 effective date of this Agreement shall, on the thirtieth day following the effective date of this
9 agreement, become and remain members in good standing in the Union, or pay fees to the Union
10 to the extent permitted by law. It shall also be a condition of employment that all employees
11 covered by this Agreement and hired on or assigned into the bargaining unit on or after its
12 effective date shall, on the thirtieth day following the beginning of such employment, become
13 and remain members in good standing in the Union, or pay fees to the Union to the extent
14 permitted by law.

15 Provided, however, that nothing contained in this section shall require an employee to
16 join the Union who can substantiate in accordance with case law bona fide religious tenets or
17 teachings that prohibits the payment of dues or initiation fees to Union organizations. Such
18 employee shall pay an amount of money equivalent to regular union dues and initiation fee; said
19 amounts shall be paid to a non-religious charity or to another charitable organization mutually
20 agreed upon by the employee affected and the bargaining representative to which such employee
21 would otherwise pay the dues and initiation fee. The employee shall furnish written proof that
22 such payment has been made.

23 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed
24 by a bargaining unit employee, the County shall have deducted from the pay of such employee
25 the amount of dues and initiation fee or representational fees as certified by the Union and
26 transmit the same to the Union. The Union will indemnify, defend and hold the County harmless
27 against any claims made and against any suit instituted against the County on account of any
28 check-off of dues for the Union. The Union agrees to refund to the County any amounts paid to

1 it in error on account of the check-off provision upon presentation of proper evidence thereof.

2 Provided further that in accordance with applicable laws, employees who object to dues
3 and fees being used for Union activities not directly related to representation may decline to be
4 members and shall pay an amount of money to the Union that is a reduction of regular dues and
5 initiation fee, as required under the law.

6 **Section 4.** Failure by an employee to satisfy the requirements of Section 2 above shall
7 constitute cause for dismissal; provided that the County has no duty to act until the Union makes
8 a written request for discharge and verifies that the employee received written notification of the
9 delinquency including the amount owing, and notification that non-payment after a period of no
10 less than seven (7) days will result in discharge by the County. A copy of each written
11 notification shall be mailed to the County concurrent with its mailing to the employee.

12 **Section 5.** The County will require all new employees hired, transferred, or promoted
13 into a position included in the bargaining unit to sign a form (in triplicate) which will inform
14 them of the Union's exclusive recognition. One copy of the form will be retained by the County,
15 one by the employee and the original sent to the Union. The County will notify the Union of any
16 employee leaving the bargaining unit because of termination, layoff, leave of absence or
17 dismissal.

18 **Section 6.** The County will transmit to the Union, upon request, a current listing of all
19 employees in the unit. Such list shall indicate the name of the employee, wage rate, job
20 classification, work shift and location, and unit.

21 **Section 7.** An employee elected or appointed to office in a local of the Union which
22 requires a part or all of his/her time shall be given leave of absence without pay upon
23 application.

24 **Section 8.** The County agrees not to contract out or assign to another agency or
25 individual outside the bargaining unit the work normally performed by members of the
26 bargaining unit if the contracting out or assignment of such work eliminates or reduces the
27 normal workload of the bargaining unit.

28 The County agrees to inform the Union of any contracting out under this section.

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County, including, but not limited to, the right to manage the work of employees, schedule overtime work, to suspend or terminate, transfer, and evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

ARTICLE 4: HOLIDAYS

Section 1. Employees eligible for leave benefits shall be granted holidays with pay as provided for in King County Code 3.12.230 as amended and otherwise provided as follows:

New Year's Day	January 1st
Martin Luther King, Jr's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	
Christmas Day	December 25th

and special or limited holidays as declared by the president or governor, and as approved by the Metropolitan King County Council; other days in lieu of holidays as the Metropolitan King County Council may determine.

Section 2. Employees eligible for leave benefits shall be granted two personal holidays to be administered through the vacation plan; provided, that the hours granted to employees working less than a full-time schedule shall be prorated to reflect their normally scheduled work day. One day shall be credited to the employee's leave balance on the first of October and one day on the first of November.

Section 3. Whenever a holiday falls on a Sunday, the following Monday shall be observed as the holiday, and any holiday falling on a Saturday shall be observed on the preceding Friday.

Section 4. An employee must be in a pay status either the employee's scheduled working day before or the employee's scheduled working day after a holiday in order to receive

1 holiday pay. An employee leaving County employment the day prior to the holiday shall not
2 receive holiday pay; provided, however, that an employee who has successfully completed at
3 least five (5) years of county service and who retires at the end of a month in which the last
4 regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the
5 employee is in a pay status the day before the day observed as a holiday.

6 **Section 5.**

7 **A.** If an FLSA non-exempt employee's regularly scheduled work hours exceed
8 the number of holiday hours earned on any non-work holiday, the employee shall have the
9 option of using accrued vacation hours to allow total compensation hours to equal the number of
10 hours in the regular work schedule.

11 Holidays paid for but not worked shall be recognized as time worked for purposes of
12 determining weekly overtime for FLSA non-exempt employees.

13 **B.** Work performed on holidays by FLSA non-exempt employees shall be paid at
14 one and one-half (1-1/2) times the regular rate. In addition, the employee shall receive the
15 regular holiday pay prorated in accordance with their regular schedule. For example:

16

Scheduled Hours per Week	Pro-rated Hours of Annual Holiday Earnings	Holiday Compensation for Each of the 12 Holidays
35.0	84.0	7.0 hours
40.0	96.0	8.0 hours

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21 **Section 6.** An FLSA exempt employee, who does not work on a holiday, will not have
22 his/her leave balances or pay deducted to pay for the portion of the day not covered by holiday
23 pay.

ARTICLE 5: VACATION

Section 1. Employees eligible for leave benefits shall be granted holidays with pay as provided for in King County Code 3.12.190 as amended and as otherwise provided as follows:

Full Years of Service		Maximum Total Days
Upon hire through end of Year	5	12
Upon beginning of Year	6	15
Upon beginning of Year	9	16
Upon beginning of Year	11	20
Upon beginning of Year	17	21
Upon beginning of Year	18	22
Upon beginning of Year	19	23
Upon beginning of Year	20	24
Upon beginning of Year	21	25
Upon beginning of Year	22	26
Upon beginning of Year	23	27
Upon beginning of Year	24	28
Upon beginning of Year	25	29
Upon beginning of Year	26 and beyond	30

A. Vacation accrual rates for an employee who works other than the full time schedule standard to his or her work unit shall be prorated to reflect his or her normally scheduled work week.

B. Employees eligible for vacation leave shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Employees eligible for vacation leave shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a leave eligible position, and if they leave County employment prior to successfully

1 completing their first six (6) months of County service, shall forfeit and not be paid for accrued
2 vacation leave.

3 **D.** Employees eligible for leave shall not use or be paid for vacation leave until it
4 has accrued and such use or payment is consistent with the provisions of this Article.

5 **E.** No employee eligible for leave shall work for compensation for the County in
6 any capacity during the time that the employee is on vacation leave.

7 **F.** In cases of separation from County employment by death of an employee with
8 accrued vacation leave and who has successfully completed his/her first six (6) months of
9 County service in a leave eligible position, payment of unused vacation leave up to the
10 maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as
11 provided for by state law, RCW Title 11.

12 **G.** If an employee resigns from a full-time regular or part-time regular position or
13 is laid off and subsequently returns to County employment within two years from such
14 resignation or layoff, as applicable, the employee's prior County service shall be counted in
15 determining the vacation leave accrual rate under Section A. An FLSA exempt employee may
16 use vacation in amounts of not less than one (1) day.

17 **H.** For employees covered by the overtime requirements of the Fair Labor
18 Standards Act, vacation leave may be used in one-half hour increments, at the discretion of the
19 appointing authority.

20 **I.** Employees eligible for vacation leave may accrue up to 480 hours of vacation
21 leave, prorated to reflect their normal work schedule. Such employees shall use vacation leave
22 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
23 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond
24 the maximum amount unless the appointing authority has approved a carryover of such vacation
25 leave because of cyclical workloads, work assignments or other reasons as may be in the best
26 interests of the county.

27 **Section 2.** Employees eligible for leave shall be paid for accrued vacation leave to their
28 date of separation up to the maximum accrual amount if they have successfully completed their

1 first six (6) months of County service. Payment shall be the accrued vacation leave multiplied
2 by the employee's regular base rate of pay in effect upon the date of leaving County employment
3 less mandatory withholdings; provided that special assignments shall not be considered to be a
4 part of the base rate.

5 **Section 3.** FLSA exempt employees may use vacation leave in increments of not less
6 than one (1) day.

7 **Section 4.** Any regular full-time or regular part-time employee who has completed at
8 least one (1) year of service may donate to any other regular employee a portion of his or her
9 accrued vacation for the purpose of supplementing the sick or family leave benefits of the
10 receiving employee. Donated vacation shall be converted to a dollar value based upon the
11 donor's straight time rate.

12 Vacation donations are strictly voluntary. Employees are prohibited from offering or
13 receiving monetary or any other compensation in exchange for donating vacation hours. The
14 number of hours donated shall not exceed the donor's accrued vacation credit as of the date of
15 the request.

16 Donated vacation must be used within ninety (90) calendar days. Donated vacation not
17 used within ninety days or due to the death of the receiving employee shall revert to the donor.

18 Donated vacation is excluded from vacation payoff provisions.

1 **ARTICLE 6: SICK LEAVE**

2 **Section 1.** Sick leave and family care benefits are provided to employees by way of this
3 Agreement in conjunction with federal, state and local laws. In some cases, this Agreement may
4 not be a complete statement of employees' medical leave and family care rights. To the extent
5 that an employee is entitled to greater medical leave and family care rights under applicable law,
6 it is the intent of the Parties to guarantee these rights to the employee. This Article shall operate
7 in conjunction with applicable law.

8 **Section 2.** Employees eligible for leave benefits shall be granted sick leave with pay as
9 provided for in King County Code 3.12.220 as amended and as otherwise provided as follows:

10 **Section 3.** The hourly accrual rates are for informational purposes only, and shall not be
11 construed to mean that bargaining unit employees are compensated on an hourly basis. Benefit
12 eligible employees shall accrue sick leave benefits at the rate equal of .04616 hours for each hour
13 on regular pay status exclusive of overtime up to a maximum of 96 hours per year ; except that
14 sick leave shall not begin to accrue until the first of the month following the month in which the
15 employee commenced employment. The employee is not entitled to sick leave if not previously
16 earned.

17 **Section 4.** Sick leave may be used for the following reasons, in addition or in
18 conjunction with those offered by law:

19 **A.** An employee personal illness; provided, that an employee who suffers an
20 occupational illness may not simultaneously collect sick leave and worker's compensation
21 payments in a total amount greater than the net regular pay of the employee;

22 **B.** The employee's incapacitating injury, provided that:

23 **1.** An employee injured on the job may not simultaneously collect sick
24 leave and worker's compensation payments in a total amount greater than the net regular pay of
25 the employee;

26 **2.** An employee may not collect sick leave for physical incapacity due to
27 any injury or occupational illness which is directly traceable to employment other than with the
28 County;

1 C. A female employee's temporary disability caused by or contributed to by
2 pregnancy and childbirth; except that the employee will not be required to exhaust accrued sick
3 leave prior to taking an unpaid leave of absence for such disability;

4 D. Employee exposure to contagious diseases and resulting quarantine;

5 E. An employee's medical, dental, or optical appointments, provided, that the
6 employee's immediate supervisor has approved the use of sick leave for such appointments;

7 F. To care for the employee's child or the child of an employee's domestic
8 partner if the following conditions are met:

9 1. The child is under the age of eighteen;

10 2. The employee is the natural parent, step-parent, adoptive parent, legal
11 guardian, foster-care parent, or other person having legal custody and control of the child;

12 3. The employee's child or the child of an employee's domestic partner
13 has a health condition requiring the employee's personal supervision during the hours of his/her
14 absence from work;

15 4. The employee actually attends to the child during the absence from
16 work;

17 G. Up to one (1) day of sick leave may be used by an employee for the purpose
18 of being present at the birth of his/her child.

19 H. Leave eligible employees shall receive and expend sick leave benefits
20 proportionate to the employee's regular work day. For example: If a regular part-time employee
21 normally works four (4) hours per day and the department's normal work day is eight (8) hours,
22 the employee will receive four (4) hours of sick leave benefits for the month. Employees shall
23 be entitled to use sick leave in the maximum amount of three (3) days for each instance where
24 such employee is required to care for immediate family members who are seriously ill. There
25 shall be no limit on the use of sick leave to care for children under Section 2.F. of this Article.

26 **Section 5.** An employee who has exhausted all of his/her sick leave may use accrued
27 vacation leave as sick leave before going on leave of absence without pay, if approved by his/her
28 immediate supervisor.

1 **Section 6.** Any leave eligible employee whose sick leave accrual balance exceeds one
2 hundred (100) hours may donate to any other leave eligible employees a portion of his or her
3 accrued sick leave upon written notice to the donating and receiving employees' department
4 director(s). Sick leave hour donations are strictly voluntary. No employee may donate more
5 than twenty-five (25) hours of his her accrued sick leave in a calendar year. Employees are
6 prohibited from offering or receiving monetary or any other compensation in exchange for
7 donating sick leave hours.

8 Donated hours shall be converted to a dollar value based upon the donor's straight time
9 hourly rate.

10 Donated sick leave hours must be used within ninety (90) calendar days. Donated hours
11 not used within ninety (90) days or due to the death of the receiving employee shall revert to the
12 donor.

13 Donated sick leave hours are exempt from sick leave payoff provisions.

14 **Section 7.** Sick leave may be used by employees covered by the overtime provisions of
15 the FLSA in one-half hour increments at the discretion of their immediate supervisor. FLSA-
16 exempt employees use sick leave in increments for one full workday.

17 **Section 8.** There shall be no limit to the hours of sick leave benefits accrued by an
18 employee.

19 **Section 9.** Division management is responsible for the proper administration of sick
20 leave benefits. In cases where management has uniform documentation to support a history of
21 excessive or patterned absenteeism, an employee may be put on written notice by the Division
22 Manager/designee that for a period not to exceed six (6) months, all sick leave usage by the
23 employee will require medical verification.

24 **Section 10.** Separation from King County employment, except by retirement or reason
25 of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to
26 the employee. Should the employee resign in good standing and return to the County within two
27 years, accrued sick leave shall be restored.

28 **Section 11.** Employees eligible to accrue sick leave, who have successfully completed

1 at least five (5) years of County employment, and who retire as a result of length of service or
2 who terminate by reason of death, shall be paid or their estates paid or as provided for by RCW
3 Title 11, as applicable, an amount equal to thirty-five (35) percent of their unused, accumulated
4 sick leave multiplied by the employee's rate of pay in effect upon the date of leaving County
5 employment less mandatory withholdings.

6 All payments shall be made in cash, based on the employee's hourly rate of pay, and
7 there shall be no deferred sick leave reimbursement. The pre-tax dollars may be applied to the
8 purchase of County health insurance at the COBRA rates.

9 **Section 12. Family Care and Death**

10 A. If a regular employee's close relative or the close relative of the employee's
11 spouse/domestic partner dies, such employee is entitled to two days off with pay for bereavement
12 leave. An additional day will be paid when round trip travel of 200 or more miles is required. If
13 an employee requests more time, up to an additional three (3) days may be used from the
14 employee's sick leave balance.

15 B. Regular, full-time employees who have exhausted their bereavement leave
16 shall be entitled to use up to three days of sick leave for their absence from work for each
17 instance when death occurs to a member of the employee's immediate family.

18 C. Regular, full-time employees shall be entitled to use and shall normally have
19 approved sick leave in accordance with King County Guidelines and future King County
20 Guidelines which may expand the use of sick leave.

21 D. In the application of any of the foregoing provisions, holidays or regular days
22 off falling within the prescribed period of absence shall not be charged bereavement leave
23 entitlements.

24 E. For the purposes of this Section, part-time regular employees shall be entitled
25 to the same benefits on a pro-rata basis.

26 F. It is agreed that the employees covered under the terms of this Agreement
27 shall be granted medical leave benefits in accordance with the provisions of the King County
28 Family and Medical Leave Ordinance 13377 as amended.

Section 13. Employees may use up to three (3) days of sick leave per calendar for the purpose of volunteering in a school, in accordance with existing County policies and practices.

1 **ARTICLE 7: RATES OF PAY AND COST OF LIVING ALLOWANCES**

2 **Section 1.** Effective on January 1, of each year during the term of this Agreement, the
3 base wage rates in effect the previous December 31 for all employees shall be increased by 90%
4 of the CPI-W All Cities Index (September to September) with a maximum increase of six (6)
5 percent but not less than two (2) percent.

6 **Section 2.** Employees shall receive step increases as per the attached pay schedule upon
7 completion of the probationary period and on each January 1st thereafter.

8 **Section 3. Top Step Merit Pay.** Employees who are at the top step of their salary range
9 will be eligible annually for a merit increase of either 2.5% or 5% above the top step, at the
10 County's discretion, in accordance with the King County Merit Pay Plan. For purpose of the
11 two-(2) year waiting period for merit eligibility, employees at Step 9 of the pay range shall be
12 treated as though they are at Step 10. Step 9 will be treated as counting toward the two-(2) year
13 waiting period beginning with the year 2002. Employees are eligible for the merit increase who
14 have achieved a performance rating of "outstanding" (at least 4.34 on a scale of 1-5) in two (2)
15 consecutive years.

16 An employee's performance rating and a decision to grant a merit increase is not
17 subject to the grievance and arbitration provisions of Article 13, Dispute Resolution Procedures.
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ARTICLE 8: HOURS OF WORK AND OVERTIME

Section 1. For employees that are non-exempt from the Fair Labor Standards Act (FLSA) overtime requirements, the normal work week shall consist of five (5) consecutive work days not to exceed eight (8) hours in a nine (9) hour period. The County and the Union agree that alternative work schedules may be established that are mutually agreed between the employee and employer.

Section 2. For employees that are non-exempt from the FLSA overtime requirements, employees shall be compensated at the rate of time and one-half (1-1/2) for all hours worked in excess of the scheduled work shift, or in excess of forty (40) hours in one workweek, or work on a holiday or a regularly scheduled day off. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

Section 3. Employees exempt from overtime payments under the FLSA are covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy (Executive Policy PER 8-1-1) and are expected to work the hours necessary to perform their jobs.

Section 4. The nature of the work of many Employees represented by this Agreement sometimes requires them to be on-call for significant periods of time and to work, on an on-going basis, substantially in excess of the standard work schedule for other County employees. Time spent on on-call is not compensable time; however, Employees who are non-exempt from the FLSA will be compensated for all hours actually worked. Hours in excess of forty (40) hours worked by such non-FLSA exempt Employees in the workweek will be paid overtime at the rate of time and one-half (1-1/2) their regular rate of pay.

Section 5. Rideshare Services Representatives may choose to substitute compensatory time at the rate of time-and-one-half (1-1/2) for overtime earned on weekends or scheduled days off when an employee is on-call.

Section 6. Alternative work schedules and telecommuting schedules may be established in accordance with Executive Policy PER 18-1, May 1, 1990. When a supervisor establishes a schedule change or determines how to respond to an Employee request for an alternative work

1 schedule, he/she must consider the Employee's childcare and other family and transportation
2 needs in making the decision. If an alternative work schedule is established, the compensation
3 provisions of Sections 2 and 3 of this Article, related to FLSA-eligible and FLSA-exempt
4 Employees remain applicable.

5 **Section 7.** The nature of the work of many Employees represented by this Agreement
6 sometimes requires them to be on-call for significant periods of time and to work, on an on-
7 going basis, substantially in excess of the standard work schedule for other County employees.
8 Therefore, each FLSA-exempt Employee will be granted a minimum of three (3) days of
9 executive leave annually. Further, all FLSA-exempt Employees may be granted up to a
10 maximum of ten (10) days annually, when authorized by their immediate supervisor. In addition
11 to the base number of days of executive leave granted above, an FLSA-exempt Employee may
12 be granted additional days of executive leave up to a maximum of ten (10), when authorized in
13 writing by his/her immediate supervisor, in recognition of the additional on-call time, excess
14 work and/or performance expectations required by his/her specific position. Executive leave
15 must be used in the payroll year it was granted and cannot be carried into the next payroll year or
16 cashed-out.

1 **ARTICLE 9: MEDICAL, DENTAL AND LIFE INSURANCE**

2 **Section 1.** The County shall maintain the current level of benefits under its medical,
3 dental, vision and life insurance programs during the life of this Agreement, unless changes are
4 agreed to by the JLMIC.

5 **Section 2.** There shall be established a Labor-Management Insurance Committee
6 comprised of representatives from the King County Coalition of Unions whose function shall be
7 to review, study, and make recommendations relative to existing medical, dental, and life
8 insurance programs.

9 **Section 3.** The Union and the County agree to incorporate changes to employee
10 insurance benefits which the County may implement as a result of the agreement of the Joint
11 Labor-Management Insurance Committee.

1 **ARTICLE 10: MISCELLANEOUS**

2 **Section 1.** All employees who have been authorized to use their own transportation on
3 County business shall be reimbursed at the rate established by County Council action.

4 **Section 2.** The County shall furnish the Union with specific classification specifications
5 for classifications in the bargaining unit. The County and the Union shall meet to review
6 proposed modifications and revisions to said specifications prior to implementation.

7 **Section 3.** The County will provide all equipment and Employees' personal foul weather
8 gear to ensure safety and/or identification for Employees based on requirements of their specific
9 job duties.

10 **Section 4.** The County may provide employees release time to attend training programs
11 that will be beneficial to their job performance. If the County requires attendance at such
12 training programs, the County will pay the expenses incurred. The County recognizes the
13 benefit of training and will provide information and access to training opportunities for
14 Employees, within budgeted appropriations. Training may also include conferences, workshops
15 and other professional networking opportunities. The decision to provide training opportunities
16 will be based upon, but not limited by, the overall objectives of encouraging and motivating
17 Employees to improve their work performance.

18 **A.** An Employee enrolled in a degree program that the County determines to be
19 job-related may be eligible to receive reimbursement from the County for up to 50% of this
20 program. An Employee who takes individual classes or courses which management determines
21 to be job-related may be eligible to receive reimbursement from the County for up to 100% of
22 class fees or course fees. The decision to provide any reimbursement or initial course approval
23 is solely based upon the County's discretion and is subject to financial constraints; however,
24 management shall assure that over time training opportunities are distributed equitably over the
25 work unit.

26 **B.** The Labor-Management Committee established pursuant to Section 6 of this
27 Article shall address the issue of non-traditional training.

28 **Section 5.** The Employer will provide all regular employees with bus passes at no cost

1 in accordance with current practice and County ordinance. Any member of the bargaining unit
2 who was entitled to a retiree bus pass prior to the January 1, 1996 Metro merger with King
3 County shall continue to be eligible for a retiree bus pass.

4 **Section 6.** The County and the Union agree to establish a joint labor-management
5 committee (LMC) for the purpose of discussing matters or concerns of either party. Grievances,
6 unfair labor practices, law suits and disciplinary matters are not subjects for discussion for the
7 LMC. The County and the Union also understand that the LMC is not a substitute for bargaining
8 and has no authority to amend the contract. Meetings will be held as needed and may be called
9 by either party. The party requesting the meeting will be responsible for coordinating the
10 meeting. The Union and County will co-chair the meeting and will determine the appropriate
11 participants, not to exceed four (4) for either party.

ARTICLE 11: HIRING AND PROBATION

Section 1. Hiring for all bargaining unit positions will be announced by posting a recruitment notice unless a pool of qualified candidates, created pursuant to this Section, is still in existence and will be used to fill the position. When job announcements are posted to recruit applicants for a vacant position within the bargaining unit and a pool will be created, the job announcements shall notify potential applicants that applications received shall also be used to establish a pool of eligible candidates to fill future vacancies in the same classification. Such notice shall specify for which classifications the pool is being created. The pool of applicants established pursuant to this Section shall be retained for twelve (12) months from the date of posting. If a pool is used to fill a position, all qualified candidates will be considered. Candidates in the pool may update their applications at any time while the pool is in effect. Qualified candidates from the pool who are not hired will be notified that their applications will remain in the pool.

Section 2. The provisions of King County Personnel Guidelines 11.2, Duration of Probationary Period, shall apply, except as follows: The length of an Employee's probation shall be six (6) months. However, the County can extend an Employee's probation for up to a total of twelve (12) months with the concurrence of the Union. Consistent with the definition of "probationary employee" and "probationary period" contained in the King County Personnel Guidelines 16.10, during probation, an Employee is "at will" during his/her probation and probationary terminations are not subject to the grievance and arbitration provisions of this Agreement.

1 **ARTICLE 12: DISCIPLINE**

2 **Section 1.** No regular employee shall be disciplined except for just cause. This section
3 shall not apply to probationary employees.

4 **Section 2.** The off-duty activities of employees shall not be cause for disciplinary action
5 unless said activities are detrimental to the employee's work performance or the program of the
6 agency.

7 **Section 3.** If the County issues disciplinary action against a regular employee, the
8 employee shall be apprised of his/her rights of appeal and representation.

9 **Section 4.** The employee and/or representative may examine the employee's personnel
10 file(s) if the employee so authorizes in writing. Material placed into the employee's files(s)
11 relating to job performance or personal character shall be brought to his or her attention. The
12 employee shall have the right to insert documentation into the file(s) that responds to said
13 material. Unauthorized persons shall not have access to employee files or other personal data
14 relating to their employment.

15 **Section 5.** No employee shall be required to use equipment which is not in a safe
16 condition. In the event an employee discovers or identifies unsafe equipment, he/she will
17 immediately notify the immediate supervisor in writing. Employees shall not be disciplined for
18 reporting unsafe equipment or working conditions to their immediate supervisor. Said
19 equipment shall be repaired or replaced if the employer determines the equipment to be unsafe.
20 At such time as the employer determines the equipment to be safe, the employee will be advised.

ARTICLE 13: PERFORMANCE APPRAISALS & PERFORMANCE IMPROVEMENT PLAN

Each Employee will receive regular performance evaluations.

When an Employee's supervisor believes the Employee's performance is unsatisfactory, the supervisor will document the specific performance deficiencies with a written performance appraisal. This Employee may request that this performance appraisal be reviewed by the next higher level of supervision. Upon receipt of an unsatisfactory performance appraisal and, if requested, the completion of a higher level review which confirms the unsatisfactory performance appraisal, the Employee will be placed on a *Performance Improvement Plan*. The *Performance Improvement Plan* will be reviewed by Transit Human Resources and will include the following:

- Opportunity for the employee to be involved in the development of the *Performance Improvement Plan*
- Description of the Employee's specific performance deficiencies
- Specific performance objectives
- Listing of resources available to the Employee, as appropriate
- Specified duration that provides sufficient time for the employee to make the required improvements
- Regular review of the employee's performance with written evaluation to the Employee indicating his/her progress in meeting the specific performance objectives.

The act of placing an Employee on a *Performance Improvement Plan* is not a grievable action.

While on a *Performance Improvement Plan*, an Employee will not receive any scheduled salary step increase. If the Employee successfully completes the *Performance Improvement Plan*, the Employee will then receive the delayed salary step increase. Delayed receipt of a salary step increase will not impact future scheduled salary step increases.

When an Employee is unable to satisfactorily perform the specific performance objectives of his/her *Performance Improvement Plan*, the supervisor may extend the period of the *Performance Improvement Plan* if the supervisor determines that the Employee may be able

1 to make the required improvements if given more time.

2 An Employee who is unable to satisfactorily perform the specific performance objectives
3 of his/her *Performance Improvement Plan* will be subject to demotion or discharge from
4 employment. Demotions or discharges resulting from a failure to satisfactorily complete a
5 *Performance Improvement Plan* will be subject to the grievance and arbitration process in
6 Article 14.

ARTICLE 14: DISPUTE RESOLUTION PROCEDURES

Section 1. Grievance/Arbitration/Mediation. King County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances.

A. Definition.

Grievance - An issue raised by an employee relating to interpretation of his/her rights, benefits, or conditions of employment as contained in this Agreement.

B. Procedure.

Step 1. A grievance shall be presented in writing by the aggrieved employee and his/her representative, if the employee wishes, within fifteen (15) working days of the date when the employee could reasonably be expected to know of the basis for a grievance, to the employee's supervisor. The supervisor shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) working days. If a grievance is not submitted to the next level within ten (10) working days from the supervisor's response, it shall be presumed resolved.

Step 2. If the grievance has not been satisfactorily resolved at Step 1, the employee and his/her representative may submit the grievance to the Section Manager within ten (10) workdays as stated above for investigation, discussion, and written reply. The Section Manager shall make his/her written decision available to the aggrieved employee within ten (10) working days. If the grievance is not pursued to the next higher level within the following ten (10) working days, it shall be presumed resolved.

Step 3. If after thorough evaluation, the decision of the Section Manager has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to the Division Manager. All letters, memoranda and other written materials

1 previously submitted to lower levels of supervision shall be made available for the review and
2 consideration of the Division Manager. He/she may interview the employee and/or his/her
3 representative and receive any additional related evidence which he/she may deem pertinent to
4 the grievance. He/she shall make his/her written decision available within fifteen (15) working
5 days. The Division Manager's final pre-arbitration response must be concurred in by the
6 Manager of the Labor Relations Section within the Human Resources Division, (HRD), of the
7 Department of Executive Services. If the matter is not resolved, HRD will be the Union's
8 contact thereafter in this process. If the grievance is not pursued to the next level within thirty
9 (30) working days, it shall be presumed resolved.

10 **Step 4.** If within thirty (30) working days of the date of response provided
11 in Step Three, the matter has not been resolved the grievance may be submitted to Arbitration. If
12 Arbitration has been timely requested, the parties may with mutual consent attempt Grievance
13 Mediation. The process will use a mutually acceptable mediator and conclude within thirty (30)
14 days after the mutual request.

15 Should arbitration be necessary either after an attempt to mediate the dispute or directly
16 after Step Three, the Parties shall select a third disinterested party to serve as an arbitrator. In
17 the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be
18 selected from a panel of five arbitrators furnished by the American Arbitration Association or the
19 Federal Mediation and Conciliation Service, whichever source is mutually acceptable. The
20 arbitrator will be selected from the list by both the County representative and the Union, each
21 alternately striking a name from the list until only one name remains. The party to strike first
22 shall be determined by a coin toss. The arbitrator under voluntary labor arbitration rules of the
23 Association shall be asked to render a decision promptly and the decision of the arbitrator shall
24 be final and binding on both parties. No matter may be arbitrated which the County, by law, has
25 no authority over, has no authority to change, or has been delegated to any civil service
26 commission or personnel board, as defined in RCW 41.56.

27 The arbitrator shall have no power to change, alter, detract from or add to the provisions
28 of this Agreement, but shall have the power only to apply and interpret the provisions of this

1 Agreement in reaching a decision.

2 The arbitrator's fee and expenses and any court reporter's fee and expenses shall be
3 borne equally by both parties. Each party shall bear the cost of its own attorneys fees regardless
4 of the outcome of the arbitration.

5 No matter may be arbitrated which the County by law has no authority over, has no
6 authority to change, or has been delegated to any civil service commission or personnel board as
7 defined in Chapter 108, Extraordinary Session, 1967, Laws of the State of Washington.

8 There shall be no strikes, cessation of work or lockout during such conferences or
9 arbitration.

10 **C. Time Limits.** Time limits may be extended upon written consent of the
11 parties.

12 **Section 2. Alternate Dispute Resolution Procedures.**

13 **A. Unfair Labor Practice.** The parties agree that thirty (30) days prior to filing
14 a ULP complaint with PERC, the complaining party will notify the other party, in writing, meet,
15 and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC
16 would otherwise pass or the complaining party is seeking a temporary restraining order as relief
17 for the alleged Unfair Labor Practice.

18 **B. Grievance.** After a grievance is initially filed, the following Alternative
19 Dispute Resolution (ADR) process may be followed, with mutual consent. This process will not
20 exceed ten (10) days:

21 **1.** A meeting will be arranged by the Union representative and Employer
22 representative (or their designees) to attempt to resolve the matter.

23 **a.** The meeting will include a mediator and the affected parties.

24 **b.** The parties may mutually agree to other participants such as
25 union and management representatives or subject matters experts.

26 **2.** The parties will meet at mutually agreeable times to attempt to resolve
27 the matter.

28 **3.** If the matter is resolved, the grievance will be withdrawn.

1 4. If the matter is not resolved, the grievance will continue through the
2 grievance process.

3 5. The moving party can initiate the next step in the grievance process at
4 the appropriate time, irrespective of this process.

5 6. Offers to settle and aspects of settlement discussions will not be used
6 as evidence or referred to if the grievance is not resolved by this process.

7 This Section does not supersede or preclude any use of grievance mediation later
8 in the grievance process.

ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY

The County or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, sexual orientation, marital status, age, sex, ancestry, or sensory, mental, or physical handicap (SMPH).

1 **ARTICLE 16: SAVINGS CLAUSE**

2 Should any part hereof or any provision herein contained be rendered or declared invalid
3 by reason of any existing or subsequently enacted legislation or by any decrees of a court of
4 competent jurisdiction, such invalidation of such part or provision of this Agreement shall not
5 invalidate the remaining portions hereof, provided, however, upon such invalidation the parties
6 agree immediately to meet and negotiate such parts or provisions affected. The remaining parts
7 or provisions shall remain in full force and effect.

1 **ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION**

2 **Section 1.** The County and the Union agree that the public interest requires efficient and
3 uninterrupted performance of all County services and to this end pledge their best efforts to
4 avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause
5 or condone any work stoppage, including any strike, slowdown or refusal to perform any
6 customarily assigned duties, sick leave absence which is not bona fide, or other interference with
7 County functions by employees under this Agreement and should same occur, the Union agrees
8 to take appropriate steps to end such interference. Any concerted action by any employee in the
9 bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.
10 Being absent without authorized leave shall be considered as an automatic resignation. Such a
11 resignation may be rescinded by the division manager if the employee presents satisfactory
12 reasons for his/her absence within three (3) calendar days of the date his automatic resignation
13 became effective.

14 **Section 2.** Upon notification in writing by the County to the Union that any of its
15 members are engaged in a work stoppage, the Union shall immediately, in writing, order such
16 members to immediately cease engaging in such work stoppage and provide the County with a
17 copy of such order. In addition, if requested by the County a responsible official of the Union
18 shall publicly order such Union employees to cease engaging in such a work stoppage.

19 **Section 3.** Any employee who commits any act prohibited in this section will be subject
20 in accord with the County's Work Rules to the following action or penalties:

- 21 1. Discharge.
- 22 2. Suspension or other disciplinary action as may be applicable to such
- 23 employee.

ARTICLE 18: WAIVER

Section 1. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

1 **ARTICLE 19: WORK OUTSIDE OF CLASSIFICATION**

2 All work outside of classification in an acting capacity shall be assigned in writing by the
3 division manager or his/her designee for an entire day/shift. An employee so assigned to work
4 outside of classification shall be paid at the first step of the higher class or five percent (5%) over
5 the employee's regular rate of pay, whichever is greater, for all time spent while so assigned.

ARTICLE 20: UNION REPRESENTATION

Section 1. Authorized representatives of the Union may, after notifying the County official in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances, but shall not conduct union business on County time.

Section 2. Authorized representatives of the Union may have reasonable access to its members in County facilities for transmittal of information or representation purposes before work and during lunch breaks or other regular breaks as long as the work of the County employees and services to the public are unimpaired. Prior to contacting members in County facilities, such authorized agents shall make arrangements with the division manager.

Section 3. The Union shall have the right to appoint stewards within Sections and locations where its members are employed under the terms of this Agreement.

Section 4. It shall be a violation of this Agreement to directly or indirectly interfere with, restrain, coerce, or discriminate against any employee or group of employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining or in the free exercise of any other right under RCW 41.56.

Section 5. The County agrees to permit the Union to post on County bulletin boards the announcement of meetings, election of officers, and any other Union material, provided there is sufficient space beyond what is required by the County for “normal” operations. If sufficient space is not available on County boards or in areas where County boards are not available, the Union may provide one with location of same to be determined through mutual agreement of the Union and the Employer.

1 **ARTICLE 21: REDUCTION IN FORCE**

2 **Section 1. Pre-Layoff Process.**

3 A. When a reduction in force is anticipated, the County and the Union shall meet
4 and jointly endeavor to find ways to minimize, or eliminate, the actual reduction of positions.

5 B. When a reduction in force is required, the County and the Union shall meet
6 and jointly endeavor to find ways to minimize or eliminate the number of employees who must
7 be laid off (e.g., reassign employees to vacant positions, locate temporary placement in other
8 departments, encourage leaves of absence, allow job-sharing).

9 C. When the elimination of a position shall result in an employee being laid off,
10 the employee shall be selected by inverse seniority within the layoff group, as defined in Section
11 5 and 6 of this Article

12 **Section 2. Notice.** When the elimination of a position shall result in an employee being
13 laid off, the County shall provide written notice to the Union and the affected employee at least
14 90 calendar days prior to the effective date of the layoff.

15 **Section 3. Recall Rights.**

16 A. An employee who is laid off shall have general recall rights to other vacant
17 County positions, in accordance with the King County Personnel Guidelines, for a period of two
18 (2) years following the employee's layoff. In addition, the employee shall retain specific recall
19 rights to the position from which she/he was laid off for an additional one (1) year following the
20 end of the two (2) year general recall period. During the three (3) year specific recall period, the
21 employee shall retain specific recall rights to the position from which s/he was laid off regardless
22 of whether the employee has accepted a different position within the County.

23 B. When the County is filling a bargaining unit position and there are laid-off
24 employees who have held such positions within the previous five (5) years, the employees shall
25 be notified of the vacancy and be afforded an opportunity to apply for the vacant position.

26 C. An employee who is recalled from layoff within two (2) years shall have all
27 unpaid sick leave balances restored, in accordance with the County Personnel Guidelines.

28 **Section 4. Outplacement.** The County will contract with qualified firms to provide

1 outplacement services for Employees who have been notified of their impending layoff. Each
2 affected Employee will be allowed to access such outplacement services for a period of one (1)
3 year following receipt of their notice of layoff, or to a maximum expenditure of \$2,500,
4 whichever comes first.

5 **Section 5. Seniority Defined.**

6 **A.** Seniority shall be defined as the length of time the Employee has been in a
7 position currently covered by this Local 17 contract based upon compensated hours divided by
8 1.0 FTE, not to exceed 1.0 FTE per year. Seniority is under the jurisdiction of the Union. All
9 questions or issues pertaining to seniority will be settled by the Union. Periods of Family
10 Medical Leave absences shall not result in a forfeiture of seniority accrual and shall count as
11 time worked.

12 **B.** Seniority is portable in a reciprocal manner between this bargaining unit and
13 the Local 17 non-interest arbitration Professional and Technical bargaining unit.

14 **C.** An employee who has obtained career service status in any bargaining unit
15 classification and who moves into a position in King County outside of the bargaining unit (with
16 the exception of Section 5 B above), shall retain his/her layoff seniority in the bargaining unit
17 covered by this contract for one (1) year from the date of transfer.

18 **D.** An Employee who is granted a voluntary leave of one (1) year or less or who
19 resigns from County employment for education or professional development and is rehired
20 within two (2) years or less does not accrue or forfeit layoff seniority during the period of the
21 absence.

22 **E. Acting.**

23 An Employee working in an acting capacity beyond six (6) months
24 duration who is subsequently hired permanently to that position shall have the seniority adjusted
25 to reflect the start date of the contiguous acting assignment.

26 **Section 6.** For all sections within the Transit Division, except Service Development,
27 layoffs will be by seniority, by section, and by classification. For Service Development,
28 Transportation Planners, layoffs will be by workgroup, by seniority (regardless of level) within

these workgroups. Layoffs for non-Transportation Planners within Service Development will be by seniority, by classification.

Layoff workgroups are as follows:

Section
Operations Section
Vehicle Maintenance Section
Power and Facilities Section
Accessible Services Section - Paratransit, Rideshare Operations Section
Transit Security Section
Sales & Customer Services Section
Transit Safety Section
Service Development Section – Work groups
Market Development Group, Service Development Section
Facilities Planning, Group, Service Development Section
Speed and Reliability, Group, Service Development Section
Advance Planning / Scheduling / Manager's Office, Group, Service Development Section
Service Planning, Service Development Section

ARTICLE 22: CLASSIFICATION/RECLASSIFICATION

Section 1. Classification. The County shall furnish the Union with specific classification specifications for classifications in the bargaining unit. The County and the Union shall meet to review proposed modifications and revisions to said specifications and where such revisions have significant impact on working conditions will negotiate the resulting impacts.

Section 2. Reclassification. Requests for reclassification may be made because an employee has been working in an out of class assignment for twelve (12) months or longer, or because there is a significant change in an employee's duties and responsibilities for a period of twelve (12) months or longer. No employee shall submit a reclassification request if it has been less than one (1) year since the date of a previous reclassification determination.

Requests for reclassification must be submitted on the County's Position Description Questionnaire (PDQ) form. The employee will provide a completed copy of the form to his/her supervisor for review and comment. The supervisor will review and comment within thirty (30) calendar days, and then forward the form to the division manager. The division manager shall have thirty (30) days to review and comment and forward the form to HRD.

If the supervisor or division manager has any disagreement with the information provided on the form by the employee, the supervisor or division manager will discuss this disagreement with the employee prior to forwarding the form to HRD.

If HRD determines that an employee should be reclassified, the reclassification will be effective the date the PDQ was submitted to the employee's supervisor. If HRD determines that a reclassification is not appropriate, the Union may request a hearing with a mutually agreed upon mediator/arbitrator as provided through the King County Alternative Dispute Program within thirty (30) calendar days from the date the employee was notified that a reclassification would not take place.

The parties are agreed that the mediator/arbitrator's role in this hearing will be to consider testimonial and documentary evidence presented by the County and the Union regarding the employee's appropriate job classification. The mediator/arbitrator will make a determination as to whether the employee is correctly classified and, if not, the appropriate

1 classification to which the employee should be assigned.

2 The parties agree that should there be a reclassification dispute, hearings shall be
3 conducted up to twice a year as agreed upon by the parties.

1 **ARTICLE 23: DURATION**

2 This Agreement shall become effective upon the conclusion of the approval process by
3 King County Council and cover the period January 1, 2005 through June 30, 2006.

4 Contract negotiations for the period beginning July 1, 2006 may be initiated by either
5 party providing to the other written notice of its intention to do so prior to April 15, 2006. It is
6 the goal of both parties to conclude negotiations prior to expiration of this Agreement.

7
8 Executed this _____ day of _____ 2004.

9
10 _____
11 Ron Sims
12 KING COUNTY EXECUTIVE

13
14 INTERNATIONAL FEDERATION OF PROFESSIONAL
15 AND TECHNICAL ENGINEERS, LOCAL 17

16
17 _____
18 Nikola H.L. Davidson, Acting Executive Director

19
20 _____
21 Paulette Avalos, Union Representative

22 EMPLOYEE REPRESENTATIVES:

23
24 _____
25 Tim Apicella

26
27 _____
28 Chris Arnbrister